

# Tri-Cities Bike Commute Challenge Liability Release

## *This Document Affects Your Legal Rights, Read It Carefully*

### **I. LIABILITY RELEASE**

I, \_\_\_\_\_, having agreed to act as a participant while participating in the following activity described as, Tri-City Bike Commute Challenge and knowing that there are certain risks and dangers related to this Activity, hereby agree that:

- (1) I am aware of all the risks and dangers associated with participation in this Activity.
- (2) I agree that any other Tri-Cities Bike Commute Challenge sponsors/providers, and their employees, agents, and contractors, shall not be legally responsible for any loss, injury or damage resulting from any cause, including negligence of any party.
- (3) I understand and agree that any equipment I am using while participating I use at my own risk. I understand and agree that any sponsors shall not be liable for any loss, damage or injury resulting from the use of said equipment.
- (4) I agree to assume all risks in connection with this Activity including, but not limited to, risks associated with the location and any actions I may take while participating. To the fullest extent allowed by law I agree to RELEASE, HOLD HARMLESS and INDEMNIFY the sponsors of the Tri-Cities Bike Commute Challenge, any other manufacturers and their employees, agents or contractors from any liability for death, loss, injury or other damage which may occur during or as a result of this Activity or during transportation to and from this Activity, whether foreseen or unforeseen, however caused and whether or not caused by negligence.
- (5) To the fullest extent allowed by law I agree to RELEASE, HOLD HARMLESS AND INDEMNIFY the sponsors of the Tri-Cities Bike Commute Challenge, its agents, representatives and assigns, and all persons acting under its permission or authority, from any liability by virtue of any publication or use as previously described, even though it may subject me to ridicule, scandal, reproach, scorn and indignity.

I am over the age of eighteen years of age/or my parent or legal guardian has also read and signed this Release below my signature. I have read the above authorization, release and agreement prior to its execution, am familiar with the contents thereof, and have every right to contract in my own name in this matter.

THE TERMS OF THIS AGREEMENT SHALL ACT A RELEASE AND ASSUMPTION OF RISK FOR MY HEIRS, EXECUTORS, ADMINISTRATORS, AND ALL MEMBER OF MY FAMILY, INCLUDING ANY MINORS ACCOMPANY ME. I UNDERSTAND THIS IS A BINDING CONTRACT THAT SUPERSEDES ANY OTHER AGREEMENTS OR REPRESENTATIONS AND IS INTENDED TO PROVIDE A COMPREHENSIVE RELEASE OF LIABILITY BUT IS NOT INTENDED TO ASSERT ANY DEFENSES, WHICH ARE PROHIBITED BY LAW. THE SPECIFIC RIGHTS OF THE PARTIES MAY VARY FROM STATE TO STATE. IF ANY PART OF THIS RELEASE IS DEEMED UNENFORCEABLE, ALL OTHER PARTS SHALL BE GIVEN FULL FORCE AND EFFECT.

I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I SIGN THIS RELEASE AGREEMENT OF MY OWN FREE WILL.

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print your name)

\_\_\_\_\_  
ADDRESS:

\_\_\_\_\_  
Signature of Participant

(Must also be signed by parent or legal guardian if model is a minor)

\_\_\_\_\_  
Parent or Legal Guardian

If I am signing on behalf of a minor, in addition to the above, I also agree to RELEASE, HOLD HARMLESS and INDEMNIFY any other sponsors/providers, and their employees, agents and contractors for any claims of the minor. I agree to be responsible for any medical expenses incurred by the minor.